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ABSTRACT

The collective bargaining agreement between D'Youville College and D'Youville College Chapter of the American Association of University Professors covering the period September 1, 1985-August 31, 1989 is presented. Items covered in the agreement include: unit recognition, management rights, grievance and arbitration, no strikes/lockouts, initial appointment and promotion in rank, faculty development, instructional load, faculty participation in promotion and tenure decisions, termination of tenured faculty for cause, retrenchment, libraries, chairpersons of division, teacher salaries, fringe benefits, retirement policy, faculty overload and summer session teaching, nondiscrimination, and rights of the association. Fringe benefits include workman's compensation, medical and life insurance, retirement, disability insurance, sick leave, holidays and vacations, tuition remission and waiver for courses, sabbatical leaves, and personal and professional leaves of absence. (SW)

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A COOPERATIVE AGREEMENT

by and between

D'YOUVILLE COLLEGE

and

D'YOUVILLE COLLEGE CHAPTER
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

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A COOPERATIVE AGREEMENT
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D'YOUVILLE COLLEGE
and
D'YOUVILLE COLLEGE CHAPTER, AAUP

ARTICLE I

PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees of D'Youville College and the D'Youville Chapter of the American Association of University Professors is to improve the quality and effectiveness of education at D'Youville College, herein referred to as the College, and to maintain high standards of academic excellence in all phases of academic activity at the College. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices, procedures and matters affecting other conditions of employment.

It is recognized by the parties hereto that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that the parties have mutual responsibility to present and make available to the student body the kind and degree of learning that meet the highest standards of higher education; and that these objectives can be materially advanced by conducting uninterrupted courses of study. It is further recognized that the roles and responsibilities of the administration and the faculty are interdependent in the determination and implementation of educational policy and objectives and require the broadest possible cooperation.

Both parties agree with and support the following statement on academic freedom:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

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[1] 1964 Edition AAUP Policy Documents and Reports, p. 3

ARTICLE II

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

By virtue of the Certification of Representative issued by the National Labor Relations Board in accordance with the National Labor Relations Act, the College recognizes the D'Youville College Chapter, American Association of University Professors, herein called the Association, as the sole and exclusive negotiating representative of the employees of D'Youville College in the unit set forth below:

> All full-time faculty of D'Youville College, including professional librarians, division chairpersons, and members of the Order of Grey Nuns, but excluding part-time faculty, administrative employees, head librarian, guards and supervisors as defined in the Act, and excluding all other employees.

ARTICLE III

MANAGEMENT RIGHTS

The association and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights and responsibilities possessed by the employer are retained by it, including but not limited to: the right to determine the mission, purposes, objectives and policies of the employer; to determine the facilities, methods, means and number of personnel for the conduct of the employer's business; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force, to establish specifications for each class of positions, and to classify or reclassify, and to allocate or reallocate new or existing positions; to subcontract or discontinue temporarily or permanently, in whole or in part, its business or operations; to lay off for lack of work, or terminate, discharge, or discipline for just cause, and to require employees to observe College rules and regulations, provided that these rights shall not be contrary to the specific provisions of the Agreement. The matters contained above, except as expressly limited by specific provisions of the Agreement and any acts of the College necessitated by mandate of any state or federal governmental authority, shall not be subject to the grievance or arbitration procedure of this Agreement.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCESS

A. General

The grievance and arbitration process set forth in this Article shall be available to resolve grievances that arise between members of the Bargaining Unit and the Administration.

For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of any specitic provision of this Agreement. However, a grievance as defined above shall not include complaints relative to Article XIX entitled Non-Discrimination, articles specifically excluded from grievance, and matters pertaining to academic judgments rendered by the College. Grievances must be received and approved before submission to the President by a two-thirds majority of the Executive Committee of the Association.

It is the intention of the parties to use their best efforts informally to resolve any alleged grievances within the purview of this article. In the event that such grievance is not resolved informally, formal notice of the grievance on the approved form shall be submitted to the Executive Board of the Association if raised by a Bargaining Unit member. If raised by the Association, it shall be presented to the President of the College, and if by the College, to the President of the Association. Such written notice shall be given within fifteen (15) calendar days excluding intersemester break after the circumstances giving rise to the grievance should have been known.

The procedures and time limits set forth in this article and Article X must be followed by any party wishing to use the grievance and arbitration process described in this article. Failure to file a grievance within the appropriate time limit specified shall be deemed a waiver or resolution of the dispute. Failure to abide by the time limits and procedures by either the College or the Association shall be deemed a resolution of the grievance in favor of the other party. Any time limit may be extended by mutual agreement in writing between the parties.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer by formal notification in writing.

It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended.

Any step of the grievance procedure may be bypassed by mutual agreement of the parties in writing.

In the case of a class action grievance, the grievance may be submitted directly to the Dean of Academic Affairs.

B. 1. Association Grievances:

Alleged violations of this Agreement shall be determined by a two-thirds majority of the Executive Committee and shall be submitted in writing to the President of the College. Both parties shall meet within ten (10) calendar days to attempt to resolve the issue. If no resolution is reached, the matter may be submitted to a Hearing Committee within fifteen (15) calendar days.

2. Employer Grievances:

Employer grievances shall be filed directly with a designated representative of the D'Youville College AAUP within fifteen (15) calendar days after the alleged grievance occurs. If no resolution is reached, the matter may be submitted to a Hearing Committee within fifteen (15) calendar days.

3. Member Grievances:

STEP 1:

When reason arises to question the action of an administrator, the member of the Bargaining Unit ordinarily shall discuss the matter with the appropriate administrative officer. The matter may be resolved at this point by mutual consent; but if an adjustment does not result, the member shall have the option of informally discussing the matter with the Dean of Academic Affairs. In all informal discussions the member may be accompanied by an Association representative if he or she so desires.

STEP 2:

If no satisfactory adjustment is reached, the member shall, within fifteen (15) calendar days of the alleged violation, submit a written grievance on the appropriate form to the Executive Committee of the Association. If a two-thirds majority of the Executive Committee agrees, the grievance shall, within fifteen (15) calendar days, be submitted to the President of the College and the Dean of Academic Affairs, one of whom shall attempt to resolve the grievance and shall respond in writing to the grievant and the Executive Committee within fifteen (15) calendar days.

STEP 3:

If the grievance is not resolved at this point, the D'Youville College AAUP shall have ten (10) calendar days within which to notify the administration of the need for a meeting of an ad hoc Hearing Committee. Within ten (10) calendar days after notification has been sent to the administration, the Hearing Committee shall be constituted and shall issue a written decision to the appropriate parties within thirty (30) calendar days.

C. Hearing Committee

(1) Composition of the Hearing Committee

The committee shall consist of five (5) members, two of whom are chosen by the President of the College, two (2) by the Executive Committee of the Association and the fifth by agreement among the other four members. All D'Youville College members must have at least seven (7) years of full-time service in the College, if feasible. The committee shall be established and meet within ten (10) calendar days after either party has notified the other that it wishes to convene a Hearing Committee to hear an unresolved grievance.

(2) Rules for Hearings

The committee shall hold a full evidentiary hearing on each grievance after receipt of the grievance. The committee may gather such information as the committee feels may be of assistance in preparing for a hearing. The committee shall take a written transcript or tape recording of its proceedings. A written record of the committee's recommendations shall be transmitted to all parties in the dispute and to the Presidents of the College and the Association. The grievant must be present at the hearing and may be accompanied by a representative of the Association.

D. Disposition

(1) The Hearing Committee shall submit its written decision to all parties to the grievance within thirty (30) calendar days of receiving the formal grievance. The President of the College shall have ten (10) days from the receipt of the Committee's recommendation in which to accept or reject the recommendation or otherwise deal with the matter and shall in writing inform the other parties of his/her decision. While the grievance is before the President for review and decision, the President or the grievant may request a personal meeting to discuss the matter.

(2) In the event that the President's disposition of a recommendation is contrary to the Committee's recommendation, the President shall return the case to the Committee with his/her objections specified. In such event, the Committee shall reconsider taking into account the stated objections and receiving new evidence if it deems it appropriate. The Committee shall communicate its reconsidered recommendation to the President of the College within ten (10) calendar days, who, within five (5) calendar days, will notify the Committee and the Association President of his/her decision.

(3) If a procedural grievance only is not resolved through the Hearing Committee process, either party (the Association or the College) may submit the grievance to arbitration and in so doing must give the other party written notice of such intention within twenty (20) calendar days after receipt of the final decision of the President of the College; otherwise, the grievance shall be deemed waived. If the parties hereto disagree with respect to whether or not an alleged grievance is procedural or substantive in nature, it is agreed that such issue alone shall be submitted forthwith to binding arbitration for resolution in accordance with the arbitration provisions of this Agreement. In the event that such arbitration results in a determination that an alleged grievance is procedural in nature, and in the event that the Association determines to proceed on such alleged procedural grievance, the parties shall select a new arbitration Chairperson and proceed to arbitration on the alleged procedural grievance in accordance with the arbitration provisions of this Agreement.

E. Arbitration

1. In the event that a grievance is submitted to arbitration, upon receiving notice of intent to arbitrate, the Association and the College will each appoint one member of the Arbitration Panel within five (5) calendar days. The two appointees will select a third member who shall serve as Chairperson. In the event that the parties are unable to mutually agree on an arbitrator, either party may request the American Arbitration Association to provide a list of qualified arbitrators, one of whom will be selected by the parties.

2. The panel will promptly conduct whatever meetings or hearings it, in its sole discretion, shall deem just and proper, with the Association and the College each being responsible for the expenses incurred by its appointee and the parties to divide equally the expenses of the Chairperson as well as costs incurred by the panel as a whole.

3. All data relevant to the grievance shall be made available to the panel, which shall issue a decision on the grievance to the Presidents of the College and the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the panel shall be binding on all parties.

4. The Arbitration Panel shall have no power or authority to alter, modify, add to, or subtract from the provisions of this Agreement. The Panel's authority shall be limited to deciding only whether a specific procedural provision of this Agreement has been violated, misapplied or misinterpreted and determine an appropriate procedural remedy only for the same, and the Panel shall have no power or authority to review any substantive decisions or judgments of the Employer, which matters have been expressly excluded from arbitration under the grievance procedure herein, nor to direct any remedy which is substantive in nature.

ARTICLE V

NO STRIKE: NO LOCKOUT

The Association, its members and each employee member, individually and collectively, agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slow-down, or interruption of work of any kind during the term of this Agreement.

The Association, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices, and shall, in good faith, use every reasonable effort to have such practice terminated, including the prompt direction of its members to return to work.

The Association shall not question the College's right to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the College shall be final and binding upon the Association, its members and all employees covered by this Agreement, and shall not be subject to the grievance procedure herein.

The College will not lock out its employees or any group of its employees covered by this Agreement during the term of this Agreement.

ARTICLE VI

INITIAL APPOINTMENTS AND PROMOTION IN RANK

A. Initial Appointments of Full-time Faculty

1. The Division Chairperson or the Director of the Library Resources Center shall interview applicants for faculty positions within their divisions and make recommendations to the Dean of Academic Affairs. As far as possible, faculty of the Division or Library should be consulted.

2. The Dean of Academic Affairs will make recommendations for faculty positions to the President of the College.

3. Faculty rank will be determined by the President. The Dean of Academic Affairs, in consultation with the Chairperson of the Division, will recommend faculty rank to the President.

B. Rules and Principles governing Regular Faculty Appointments and Tenure

1. Faculty ranks at the College are: Professor, Associate Professor, Assistant Professor and Instructor. Librarian ranks are: Assistant Professor Librarian and Instructor Librarian.

2. Initial rank on first appointment is determined by the College President after reviewing recommendations of the Dean of Academic Affairs, the Division Chairperson, and faculty who have been consulted. Account will be taken of professional recognition; relevant experience at other comparable institutions may be considered.

3. Faculty hired full-time for or during the spring semester of any year should fill a specific need for that particular semester. Such faculty will be appointed to qualified rank*, unless determined otherwise by the President. For such exceptions, the President with the AAUP shall develop an appropriate schedule of evaluation.

   If such faculty are retained for the following fall semester, they will be appointed to faculty rank with their effective date of service beginning at that time. Prior service at qualified rank shall count only for the purpose of retrenchment.

4. Copies defining specific duties and procedures determined by federal, state or other funding agencies shall be given to faculty whose positions are funded by outside agencies.

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* Qualified rank: rank having a designation other than standard designations in B, 1 above.

5. In evaluating a faculty member's qualification for appointment, renewal, promotion and tenure, consideration is given to the quality of a candidate's performance in terms of the following criteria:

   a. Professional Competence: as documented by such things as: degrees, further graduate study, licenses, certifications, professional experience, honors and awards, attendance at professional meetings and workshops, research, publications and scholarly presentations, membership and activity in professional societies and academic reputation in the subject matter field.

   b. Teaching Effectiveness: in classroom, clinical, field, or other settings as demonstrated and documented by peer references and evaluations, student evaluation and development and revision of courses, course materials and curricula.

   c. Effective College and Community Service: as documented or demonstrated by such things as committee work, administrative work, participation in College governance, professional activities with other College offices and student advisement; and active participation and offices held in community organizations, recognition, awards, etc.

6. The President makes the final determination on initial rank, appointment and promotion and this decision shall not be subject to the grievance procedure.

C. Eligibility requirements for consideration for initial appointment and promotion.

1. Instructor: Ordinarily, the minimum requirement is a master's degree. Only in exceptional circumstances is an individual employed with less than a master's degree.

   Promotion: A full-time instructor becomes eligible for promotion to assistant professor after a minimum of three (3) years of successful full-time teaching or attaining of the doctorate.

2. Instructor Librarian: Ordinarily, the minimum requirement is a master's degree in library science. Only in exceptional circumstances is an individual employed with less than a master's degree in library science.

   Promotion: A full-time instructor/librarian becomes eligible for promotion to assistant professor/librarian after a minimum of three (3) years of successful services or attainment of the doctorate.

3. Assistant Professor: Ordinarily, the minimum requirement is a master's degree in academic fields. For faculty members of this rank, the College regards the possession of the doctorate as highly desirable.

   Promotion: A full-time assistant professor becomes eligible for promotion to associate professor after a minimum of three (3) years of successful faculty performance as implied by other sections of this contract.

4. Assistant Professor Librarian: Ordinarily, the minimum requirement is a master's degree in library science and professional experience of at least three (3) years. Additional graduate study and/or publications are highly desirable.

5.*Associate Professor: The degree required is the doctorate or a terminal degree plus thirty (30) credit hours of study as approved by the Dean of Academic Affairs and the division. Appointment to this rank presupposes evidence of continuing and increasing achievement in scholarly and professional pursuits.

   Promotion: An associate professor holding a doctorate or a terminal degree plus sixty (60) credit hours of graduate study in appropriate subjects as approved by the Dean of Academic Affairs may be advanced to the rank of professor normally after ten (10) years of successful faculty performance as implied by other sections of this contract.

6.*Professor: Appointment or promotion to the rank of professor ordinarily presupposes the distinguished fulfillment of all requirements of the lower academic ranks.

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* In the case of faculty holding the rank of Assistant Professor or Associate Professor whose full-time appointment became effective prior to September 1977, the following applies for promotion to:

  Associate Professor: the degree required is the doctorate, or, under certain circumstances, the master's degree with additional study; and Professor: an associate professor holding a master's degree may, in exceptional cases, be promoted to the rank of professor.

In addition, the criteria listed under Article VI, B, 5, a. - c. will be used. It is emphasized that particular care in this evaluation will be directed to the factors supporting the "exceptionality" of the faculty member being considered for promotion to the rank of associate professor and professor under these circumstances.

7. Professor Emeritus: On the resignation or retirement of a faculty member in good standing who has earned the esteem of his/her colleagues for academic contributions, the title Professor Emeritus may be awarded. The faculty makes nominations through the Dean of Academic Affairs who submits recommendations to the President of the College.

   Emeritus rank shall carry with it the following privileges that are relevant and possible: use of library and study facilities, office and research space, eligibility for consultation and program development, and precedence in one's rank at all academic functions.

D. Recommendations for promotion are made by the Division Personnel Committee, (the College Appeal Committee for college librarians), Division Chairpersons and the Dean of Academic Affairs to the College President, who makes the final determination on initial rank, appointment and promotion, and this decision shall not be subject to the grievance procedure.

ARTICLE VII

FACULTY DEVELOPMENT

D'Youville College recognizes the importance of continually improving itself and the quality of the education it offers students. To further its efforts toward self-improvement, the College shall earnestly attempt to identify and make known to its faculty, resources in support of this objective. Use of such resources will appropriately involve broad consultation with the faculty and the Faculty Council.

ARTICLE VIII

INSTRUCTIONAL LOAD

All full-time faculty are expected to hold teaching responsibilities each semester. In assigning teaching responsibilities the College will, whenever possible, insure that for purposes of instruction no member of the full-time faculty would be required to be on campus for an undue period of time from first to last teaching obligation in any one day nor for an unreasonable number of sequential days. Additionally, the College will generally attempt to maintain the teaching load of its instructors at twelve (12) credit hours or its equivalent. Equivalence to twelve (12) credit hours will be determined by the chair of each division in consultation with his/her faculty members and submitted to the Dean of Academic Affairs for approval. The standards of equivalence so derived will be presented in written form for the knowledge of the whole faculty and of the Association. Deviations from these guidelines and instructional equivalencies will be determined by the Dean of Academic Affairs and the Division Chairperson, in consultation with the affected faculty member. In cases of disagreement, the President will invite comment from all persons involved in the dispute and will make a final determination after consideration of previous decisions in this regard. This decision shall not be subject to the grievance procedure. Reduced instructional load is in effect for the division chairpersons and Faculty Council President.

Nothing in this article is meant to prevent faculty members from accepting reduced teaching loads when performing specific services or tasks as requested by the administration of the College. However, a list of faculty on reduced teaching assignment will be presented to the Association President each semester upon request.

ARTICLE IX

BUDGET

Faculty will be provided an opportunity for consultation, input and advice regarding the development of the academic budget through the Division Chairperson and the Dean of Academic Affairs as follows:

1. The Dean of Academic Affairs will meet with each division for the purpose of discussing recommendations for the preparation of the annual academic budget for the respective division.

2. The Dean of Academic Affairs will meet with all divisions together for the purpose of reviewing division recommendations for the annual academic budget.

3. A representative of the budget committee of the college will meet annually with the College Assembly to present a summary of the annual budget. The purpose of this financial report will be to inform the Assembly.

ARTICLE X

FACULTY PARTICIPATION IN RENEWAL, PROMOTION AND TENURE

A. Statement of Principles

1. Tenure is status granted by the College in recognition of sound scholarship, enthusiasm for teaching, professional attitude, teaching skill, and esteem of peers and students. Tenure is a privilege, not a right. Tenure can only be granted as a result of a positive action and determination by the President of the College and such determination shall not be subject to the grievance procedure. The College subscribes to the generally accepted principle that the probationary period for faculty shall not exceed seven (7) consecutive years of teaching at full-time academic rank at D'Youville College. Therefore, a faculty member is entitled to review for tenure before the end of his or her sixth year. If tenure is not to be granted, the faculty member will be notified at that time.

2. In exceptional cases tenure may be recommended for a faculty member with less than seven (7) years service at D'Youville College, but who has at least seven (7) years of teaching on the college level. A faculty member may likewise be evaluated before the sixth (6th) year at the request of the Dean of Academic Affairs. Such recommendation to the President of the College shall be accompanied by appropriate documentation.

3. No tenured faculty personnel shall be suspended or dismissed except for adequate cause as stated in Article XI or during retrenchment as stated in Article XII.

4. No untenured member of the Bargaining Unit whose term of appointment has not expired shall be suspended or dismissed except for adequate cause as stated in Article XI or during retrenchment as stated in Article XII and with due process.

   A review committee shall be appointed at the beginning of each academic year for the purpose of reviewing contemplated suspensions or dismissals of non-tenured faculty for just cause during the term of their individual contracts. Such committee shall consist of five (5) members, two of whom are chosen by the President of the College, two by the Executive Committee of the Association, and the fifth by agreement among the other four members. All D'Youville members must have at least seven (7) years of full-time service in the College, if feasible.

   The President shall notify the AAUP of impending suspension or termination during the term of the contract, and the time frame within which procedure for review is to be completed.

If the decision of the President is contrary to the majority recommendation of the review committee, the reason for the decision will be given in writing to all parties involved.

It is understood that when, in the judgment of the President, the continuance of a non-tenured faculty member during the term of his or her individual contract threatens immediate harm to himself/herself, others, or immediate and extraordinary harm to the college, the President may suspend such faculty member prior to the review process set forth above. The Association shall be advised of the above as soon as possible.

5. The evaluation of all faculty shall proceed as provided in Article X.

6. Renewal, promotion and decisions on tenure for faculty must be based on, but not limited to, the individual's merit, with substantial weight given to teaching competence, performance of primary professional functions in a clinical or field situation, and criteria as stated in this Article and Article VI.

7. In all cases, faculty shall be informed in writing, by the appropriate committee chairperson, of the evaluation and recommendation of the Divisional Personnel Committee (DPC) or the College Appeals Committee (CAC). They shall also be informed in writing of the evaluation and recommendations generated by the Division Chairperson and the Dean of Academic Affairs.

8. A personnel file for each faculty member shall be maintained in the Division Chairperson's office which shall include the dossier prepared by the candidate in accordance with Article X, B, 3, b; the written evaluations and recommendations of the DPC/CAC; the dossier prepared by the DPC/CAC for their evaluation and recommendation; and the written evaluations and recommendations of the Chairperson and the Dean of Academic Affairs and the decisions of the President of the College, with any further documentary evidence which influenced those recommendations or decisions. This file will provide the documentary evidence which will be used for all decisions made. On written request to the division chair, the file will be made available to the faculty member involved, excepting for letters of peer evaluations to which the individual has waived the right of access.

   The personnel file will be forwarded to: (1) the DPC, (2) the CAC, when appropriate, (3) to the Dean of Academic Affairs, and (4) to the President of the College with the recommendations based on the file and will be returned to the Division Chairperson's office when the President of the College has notified the faculty member of his/her decision. This file will be kept confidential and be available only to those persons involved in the evaluation process, i.e., the DPC, the CAC when appropriate, the chairperson, the Dean of Academic Affairs and the President of the College.

9. All committees and persons involved in evaluation and notification of faculty must meet the deadlines set forth in this article. Faculty and administration members responsible for submitting documentation or data pertinent to the deliberations of the DPC and the CAC must also meet the deadlines. All actions and functions of the DPC and the CAC, including all appeals as described in this article shall be completed and their recommendations forwarded to the Dean of Academic Affairs by the dates indicated below; the Dean will forward these recommendations along with his/her own recommendation to the President of the College. If an individual faculty or administrator fails to forward necessary documentation or data to the appropriate DPC in accordance with the deadline below, such information shall be excluded from the dossier and the personnel file, unless the DPC waives its deadline. If the DPC or CAC fails to meet the deadlines below, the Administration of the College may make its decision and notification without such recommendation.

10. The procedure for faculty review is monitored and adjusted as needed upon the agreement of the Association and the College and deadlines may be waived upon agreement in writing of these two parties.

B. Faculty Personnel Actions

1. Deadlines for Renewal, Promotion and Tenure*

	All Data to DPC	DPC Recommendations to the Dean	College Notification
1st Evaluation	First day of spring semester	Two weeks after first day of classes	March 1
2nd Evaluation	November 1	November 15	December 15
3rd and subsequent evaluations	Last day of spring classes	June 30	August 31

2. Evaluation

a. First evaluation

Evaluation of first year faculty for renewal for a second year takes place after one semester of work.

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* Exceptions to the deadlines will be permitted when a DPC recommendation in a first or second evaluation is appealed to the CAC. In such case, the chairperson of the CAC shall immediately notify the Dean of Academic Affairs of the appeal. The deadlines by which the CAC must submit its recommendation to the Dean and the deadline by which the College must notify the faculty member may be advanced by two weeks to allow time for the CAC to carry out its deliberations.

The prime focus at this stage is on teaching, although attention is paid to college service or professional activity. The division, under the direction of the chair, has the responsibility of assigning reasonable teaching loads and providing appropriate assistance through the semester.

b. Second evaluation

Evaluation for renewal for the third year takes place after two and one-half ($2\frac{1}{2}$) semesters of teaching at D'Youville College. Standards for renewal are more strict than for the first renewal, and there must be an evident willingness and potential to overcome weaknesses which have been noted. The prime focus is still on teaching, but with increasing attention to college or professional activity

c. Third/Fourth evaluations

In the evaluations for the fourth and fifth years, prominent consideration is given to college service and/or professional growth, as well as teaching. These renewals should rest on evidence from a variety of sources. Faculty members have an obligation to demonstrate satisfactory performance in areas of teaching and service. They should show progress in overcoming major shortcomings. Those evaluating are responsible for thoroughly assessing all evidence and obtaining more if necessary.

d. Fifth evaluation

The fifth evaluation will be for a two-year renewal for the fifth and sixth year. In this evaluation there is a strong emphasis on all three areas--teaching, college/community service, and professional activity. The candidate should demonstrate and document performance in these three areas at or near the level which is required for tenure. Those evaluating must clearly enumerate any weaknesses which appear sufficient to jeopardize tenure.

e. Tenure decision

Evaluation for tenure will normally occur in spring of the sixth year according to deadlines stated above. The candidate must demonstrate and document performance in all three areas (teaching, service and professional activities) that meets a reasonable and consistent expectation of tenured faculty at D'Youville.

The granting of tenure shall be subject to any written statement made at the time of initial employment between the faculty member and the administration of D'Youville College. Any such agreement shall not violate this written Agreement and notification will be sent to the Association.

In making a written evaluation and recommendation for tenure, the DPC shall follow the criteria set forth in Article VI on faculty rank and use the documentation stipulated in this Article.

Notwithstanding anything contained herein, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure.

f. Tenured Faculty

Every third year, tenured faculty shall have a comprehensive evaluation of their performance and scholarly growth. In 1984, each division developed a three-year cycle for evaluation of tenured faculty, starting with the most seniored, tenured faculty. All persons and committees involved in evaluation and notification will follow this cycle and will abide by the deadlines listed above in X, B, 1.

g. Promotions

All faculty eligible for and desiring promotion in rank must give timely and written notification to their DPC/CAC that they wish to be reviewed for promotion. All persons and committees involved in review and notification will follow the deadlines listed above in X, B, 1 and the qualifications set forth in Article VI: Initial Appointments and Promotions in Faculty Rank.

3. Procedures and Documentation

a. The Chairpersons of the respective divisions are responsible for the following:

Submission, by September 30th of each academic year, to the AAUP, the Dean of Academic Affairs and to his/her respective DPC and publication in a prominent place, of a written list of all faculty members in the division. This list shall indicate, for each faculty member listed, the evaluation--recommendation deadline and the deadlines for submission of all supporting documents.

Notification in writing to each faculty member to be evaluated in his/her respective division of the deadline for submission of the supporting documents stipulated below.

Preparation of a summary of the current student evaluations for the faculty member to be evaluated and submission of the summary, together with other pertinent material, to the DPC by the above deadline.

b. The faculty member to be evaluated by DPC must submit to the Chairperson of his/her respective division, in accordance with the deadlines above, a dossier containing the documents stipulated below:

-- a full and current curriculum vitae
-- a record of scholarly achievement, writings, guest lectures, etc.
-- membership and offices in professional organizations
-- honors and recognitions
-- conferences, institutes and meetings attended
-- review of college service, committee work, administrative posts, etc.
-- review of community service, civil offices held, charitable activities, etc.

The dossier may contain any other documentation which is pertinent to the evaluation such as additional comments by the evaluees relevant to their performance, criteria for evaluation, and peer evaluations solicited by the faculty member or by the DPC. The latter will be submitted directly to the DPC and shall be confidential only if the faculty member has waived, in writing, right of access.

4. Recommendations

In recommending renewal, promotion and tenure, consideration shall be given to any special conditions stipulated in writing at the time of initial employment. Any such stipulations shall not violate this Cooperative Agreement and notification will be sent to the Association. Such stipulations shall be included in the faculty member's personnel file.

5. Each faculty member evaluated shall meet with his/her chairperson and the Dean of Academic Affairs subsequently to discuss his/her plans for continued professional growth and to determine what institutional support is available.

6. Resignations

The President will canvass each faculty member in writing prior to February 1 of the current academic year on whether or not he/she intends to return to the College for the following academic year. A written reply will be sent to the College prior to March 1. A copy will be sent to the Dean of Academic Affairs. The declaration of intent on the part of the faculty member is for information only and in no way constitutes a contractual obligation. If no reply is received, the College will presume the faculty member is not returning and inform him/her by registered mail of this presumption and of the deadline set for filling the position.

C. The Divisional Personnel Committee (DPC) shall be a standing committee created by this Agreement.

1. Functions

a. To evaluate annually in accordance with the terms of Article X,B, above, and Article VI on faculty rank, the professional performance of all non-tenured faculty within a division.

b. To do a comprehensive evaluation of a tenured faculty member's performance and scholarly growth every three years.

c. To advance evaluations, as well as affirmative and negative recommendations based on these evaluations, to the Dean of Academic Affairs who will forward these recommendations, with his/her own, to the President of the College in the areas of renewal and promotion. All recommendations of the DPC concerning tenure must be forwarded to the CAC which will forward the recommendation of the DPC along with its own to the Dean of Academic Affairs.

d. To develop time schedules for personnel evaluation, recommendation, appeal (if such is the case) and final recommendation to the Dean of Academic Affairs in sufficient time to allow compliance with the deadlines for notification stated in B,1, of this Article.

2. Membership

The DPC for each division shall consist of the chairperson plus two (2) faculty members of the division except Nursing which shall have six (6).

Whenever reasonable, the members of a division to be elected to its DPC shall be tenured and hold credentials and a record of performance at least at a level expected of the candidates to be reviewed by them.

Members shall be elected for two-year terms, with half the terms expiring each year. Elections shall take place at the last divisional meeting of the academic year preceding the one in which the new members are to begin their terms of service. Faculty members elected to the DPC must have completed, or shall have completed at the end of the academic year in which they are elected, three (3) years of full-time service at faculty rank at D'Youville College. In extraordinary circumstances, as determined by the division, this requirement may be waived by a simple majority vote of the division.

At the same divisional meeting when the faculty members of the DPC are elected, the division will also elect for a two- (2) year term, one (1) alternate with the same qualifications as stated above. The alternate will serve in the place of a faculty member who cannot, in good conscience, serve or who is to be considered for renewal, promotion or the granting of tenure.

3. Meetings

a. The first meeting of the DPC for the academic year shall be called by the Chairpersons of the respective divisions within the first two (2) weeks of the new academic year. At the first meeting, each DPC shall select a chairperson for the DPC.

b. Thereafter, each DPC shall decide when and how often it will meet in order to meet the deadlines for evaluations and recommendations.

c. Complete minutes of all DPC meetings must be recorded and a written copy of the minutes for each DPC meeting must be kept on file in the Office of the Chairperson of the respective division. These minutes are confidential and restricted to use by the DPC only. The Dean of Academic Affairs and the President of the College may for reasonable cause request in writing a copy of the minutes.

4. Procedures

a. The DPC must issue a written invitation offering each faculty member to be evaluated the opportunity to appear before the committee at the time of his/her evaluation.

b. The DPC has the right to request from the faculty member being evaluated and from the chairperson any other pertinent information it deems necessary to render an accurate and impartial evaluation. Such information, except to the extent deemed to be confidential by the chairperson or the DPC, shall be added to the faculty member's DPC personnel file.

c. The DPC may request an on-site visitation to a faculty member's classroom. The faculty member to be evaluated may refuse this request in writing stating the reasons; such refusal shall not be prejudicial to his/her evaluation by the DPC. If the faculty agrees to the visit, he/she shall have the right to request an additional on-site visitation to his/her classroom by a peer to be determined by the evaluee and the DPC Chairperson. However, nothing contained herein shall restrict the ability of the Dean of Academic Affairs or his/her designated representative to visit classes for the purpose of evaluation of teaching performance. All evaluations or on-site visitations shall be written and shall be included in the faculty member's personnel file.

d. All recommendations made by the DPC shall be made by simple majority vote. All recommendations made by the DPC shall be appealable by the member being evaluated to the CAC using the procedures set forth in the appeal procedure in Article X, D.

e. If a DPC agrees to re-evaluate a faculty member, upon being asked by the CAC to undertake such re-evaluation, the faculty member to be re-evaluated shall be accorded the same privileges and rights that he/she was entitled to in his/her original evaluation as stipulated in C, 4, a, and c above.

f. Recommendations and procedures of the DPC are appealable to the CAC, but are not grievable.

D. The College Appeals Committee (CAC) shall be a standing committee created by this Agreement.

1. Functions

a. To hear appeals from non-tenured faculty who have not been recommended for renewal and make recommendations;

b. To hear appeals from non-tenured faculty who, even though renewed, claim they have not received an accurate and impartial evaluation and make recommendations;

c. To hear appeals from tenured faculty and non-tenured faculty who have been considered and not recommended for promotion by the DPC and make recommendations;

d. To act as a mediation board in the instance of a tenured faculty member who has dismissal proceedings instituted against him/her as stated in Article XI, B, 3 and make recommendations;

e. To review all recommendations concerning tenure submitted to it by the DPC and make its own recommendations;

f. To evaluate librarians for renewal and promotion and make recommendations;

g. To distribute a list designating the chairperson and containing the names and divisions of all members and alternates of the committee to all bargaining unit members, the Director of the Library, the Dean of Academic Affairs and the President of the College.

h. Recommendations and procedures of the CAC are not grievable.

2. Membership

The committee shall consist of one (1) representative from each of the six (6) divisions, one (1) representative from the Library faculty excluding the Director of the Library Resource Center, and two (2) at-large alternates elected by a simple majority vote of the Faculty Council. Only tenured faculty shall serve on this committee.* Chairpersons are not eligible

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* This requirement may be waived when there is not a tenured person in a division and is waived for the library member.

membership on the CAC and DPC concurrently. Alternates shall serve when a member cannot in good conscience serve or when a member has brought his/her own appeal before this committee. Members shall serve for two (2) years and shall be elected as follows:

Division and Library representatives shall be elected by a simple majority vote at their last meeting in alternate years: Education, Business and Social Sciences in odd-numbered years; Humanities, Nursing, Natural Science and Library in even-numbered years.

One alternate shall be elected by simple majority vote of the Faculty Council at the last meeting of the year.

3. Meetings

The nursing representative is considered to be temporary chairperson of the committee for the purpose of calling the first meeting of the committee; this meeting must be held within the first two (2) weeks of the new academic year. At this meeting, the committee shall elect a permanent chairperson for the remainder of the academic year. This committee shall schedule meetings for consideration of renewal and promotion of librarians in accord with the deadlines in B, 1 above. All other meetings of the CAC shall be convened by the chairperson within ten (10) days of receiving a written appeal or a recommendation for tenure from a DPC.

4. Procedures

a. In the case of all appeals as specified in D, 1, a-c above:

(1) A faculty member must appeal, in writing, to the chairperson of the CAC within ten (10) calendar days of receiving a written statement of the evaluation from his/her respective DPC. The written request must detail the particulars of the appeal.

(2) The CAC chairperson shall notify the Dean of Academic Affairs in writing that the faculty member is appealing a DPC recommendation.*

(3) The CAC shall meet and determine if the DPC evaluation is accurate and impartial; if the CAC so finds, the DPC recommendation shall stand as is.

(4) If the CAC determines in its judgment the DPC evaluation to be inaccurate and/or partial, it shall direct the DPC to submit a new evaluation. Should the DPC refuse to comply or should a new evaluation still be judged inaccurate and/or partial, the CAC will conduct its own evaluation.

(5) The new evaluation of the DPC or CAC shall replace the inaccurate and/or partial evaluation in the faculty member's personel file.

(6) For purposes of renewal, promotion, and tenure, the new DPC or CAC evaluation shall then be used in determining whether the recommendation is reasonable and consistent with college-wide standards and the appropriate criteria set forth in this article and Article VI.

(7) The CAC shall then forward its recommendation by the date stated in B, 1 of this Article to the Dean of Academic Affairs who shall forward this recommendation along with his/her recommendation to the President of the College for decision so that notification can be made to the faculty by the dates herein specified.*

(8) Notwithstanding anything contained here, the final determination is at the sole discretion of the President of the College and such determination is not subject to the grievance procedure.

b. In the instance of a need for the CAC to act as a mediation board, it shall proceed as stipulated in Article XI, B, 3.

c. In the instance of tenure recommendations made by the DPC, the CAC shall proceed as follows:

(1) Review the merit of each recommendation based on the criteria set forth in this article.

(2) Agree or disagree with such recommendation.

(3) Send its recommendation to the faculty member affected, to the appropriate DPC and to the Dean of Academic Affairs along with the DPC recommendation so as to conform with time deadlines as stated in this article.

d. The CAC shall use the following criteria when evaluating the librarians for renewal and promotion:

(1) Renewal: In making an evaluation for renewal, the CAC shall consider the criteria used for faculty by the DPC, but in addition it shall consider primary library functions, involvement and working relationships

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* In the event that a DPC recommendation on a first or second renewal is appealed, the recommendation of the Dean of Academic Affairs, decision of the College, and notification of the faculty shall all be postponed until the CAC has rendered a decision on the appeal. Normally the postponement will be for two weeks unless both parties agree to a longer period.

with students, faculty and colleagues, and in-house and/or out-of-house publications. The committee will use the documents stipulated in Article X, B, 3, b, and any other information the CAC deems appropriate and necessary. An evaluation by the Director of Library Resources Center may be substituted in place of a summary of the student evaluations.

(2) Promotion: In making an evaluation for promotion, the CAC shall consider the eligibility requirements and the criteria set forth in Article VI.

(3) Copies of all evaluations and recommendations of the CAC shall become part of the librarian's personnel file.

E. Nothing contained herein shall restrict the ability of the Division Chairpersons or Director of the Library Resources Center from making recommendations to the Dean of Academic Affairs on appointment, promotions, renewal and tenure where applicable. Such recommendations shall become a part of the personnel file.

F. If the President of the College, in reviewing a tenure case, believes he/she may come to a decision contrary to the recommendations of both the DPC and CAC, he/she shall meet with the chairpersons of the two (2) committees and the Dean of Academic Affairs to review the case.

G. Nothing contained in this article shall restrict the right of the President of the College with respect to his/her right to promote, renew and grant tenure to faculty members not recommended or considered by the DPC and/or CAC.

H. Notwithstanding anything contained herein to the contrary, all determinations made by the President are final and at his/her sole discretion. Such determinations are not subject to the grievance procedure.

ARTICLE XI

TERMINATION OF
TENURED FACULTY FOR CAUSE

A. Termination of tenured faculty shall be for adequate cause. Such faculty may be terminated for serious and/or continued:

1. inadequate performance of duties,

2. incompetence, or

3. misconduct.

B. Dismissal of a faculty member with tenure will be preceded by the following steps:

1. Confidential notification to the faculty member by the administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and a copy of this collective bargaining Agreement.

2. This action shall be followed by discussions between the faculty member and appropriate administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the faculty member.

3. If no mutually satisfactory resolution is reached in step 2 above within four (4) weeks, the matter shall be referred in writing by the President of the College or his/her designee to the CAC which shall assist the parties in attempting to effect a resolution. The CAC shall conclude its role within four (4) weeks.

4. If settlement is achieved in steps 2 and 3, the issue shall be deemed resolved, and a statement of the terms of the mutual agreement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.

5. If, after conclusion of the above steps, no settlement has been achieved and D'Youville College wishes to continue further dismissal proceedings, the faculty member shall be notified in writing of the charges and their particulars (with a copy to AAUP) by the President or the President's designee, and the faculty member's case will be heard by a hearing committee as stipulated in step 6.

6. Hearing Committee: The committee to conduct the hearing shall be an ad hoc committee consisting of five (5) members, two (2) of whom are chosen by the President of the College, two (2) by the D'Youville College Chapter of the AAUP and the fifth by agreement among the other four (4) members. All five (5) must have at least seven (7) years of full-time service in the College, if feasible. The committee shall be established within ten (10) calendar days after the administration has notified the D'Youville College Chapter of the AAUP that it wishes to continue dismissal proceedings. The committee will elect its own chairperson.

   Committee Proceeding: The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. The committee, in consultation with the President or his/her designee and the faculty member, will exercise its judgment as to whether the hearing shall be open or closed. If any facts are in dispute, the testimony of appropriate evidence concerning the matter set forth in the President's letter to the faculty member shall be received. The committee will question any witnesses, and, if necessary, will secure the presentation of evidence important to the case.

   Consideration by Hearing Committee: The committee shall reach its decision in conference by majority vote on the basis of the hearing. The committee will inform both parties of the numerical result of the vote, in writing. It will also communicate, in writing, to both parties the majority opinion and, where appropriate, the minority opinion, if the minority so desires.

7. If no mutually acceptable solution is reached, either party (the Association or the College) may appeal to arbitration and in so doing must give the other party written notice of such intention within twenty (20) calendar days after the previous step decision; otherwise, the appeal shall be deemed waived.

8. In the event that an appeal is submitted to arbitration, upon receiving notice of intent to arbitrate, the parties will each appoint one member of the Arbitration Panel within five (5) calendar days. The two (2) appointees will select a third member who shall serve as chairperson. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request the American Arbitration Association to provide a panel of qualified arbitrators, one of whom will be selected by the parties.

9. The Panel will promptly conduct whatever meetings or hearings it, in its sole discretion shall deem just and proper, with the Association being responsible for expenses incurred by its appointee, and the parties dividing equally the expenses, and the fees of the chairperson, as well as costs incurred by the Panel as a whole. All data relevant to the appeal shall be made available to the Panel, which shall issue a decision on the appeal to the President of the College and the President of the Association within thirty (30) calendar days of completion of its investigation and hearings. The decision of the Panel shall be binding on all parties.

10. The Arbitration Panel shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement. The Panel's authority shall be limited to deciding only whether a specific article and section of this Agreement has been violated, misapplied or misinterpreted, and recommend an appropriate remedy for same.

11. During the process described in this article, the faculty member may be suspended by the administration or assigned to other duties in lieu of suspension, but only if he/she is unable to discharge his/her faculty responsibilities or if immediate physical harm to himself/herself or others is threatened by his/her continuance in his/her former duties. Before suspending a faculty member, pending an ultimate determination of his/her status through the hearing procedures, the administration shall consult with the AAUP concerning the propriety, the lengtn, and the other conditions of the suspension. Salary shall continue during the period of the suspension.

12. If any of the aforementioned deadlines as stipulated above are not conformed to by members of the Association it is considered a waiver by the Association and the charged employee, and the administration is no longer restricted by any procedural obligations that would have otherwise been applicable. Deadlines may be extended by mutual agreement of the parties.

ARTICLE XII

RETRENCHMENT

A. Retrenchment shall be defined as the termination of any academic or professional employee during any appointment.

B. In the event the College anticipates retrenchment because of a bona fide need as solely determined by the College which causes reduction or elimination of programs and adjustment of the size of faculty and support for any reason, which may include but is not limited to, declining enrollment, financial exigency, reorganization, curriculum or degree revision requiring reallocation of resources, etc., the Association will be advised and consulted by the Dean of Academic Affairs regarding the reasons and the programs considered for elimination or reduction.

C. The Association may request and shall be granted a meeting of representatives of the Association and the administration for the purpose of discussing such anticipated retrenchment prior to a final decision by the President. The Association shall be entitled to no more than three (3) representatives selected by the Association.

D. The order of reducing the size of the faculty pursuant to this article, except where in the judgment of the President the order of reduction would eliminate an individual deemed critical to the College mission, shall be as follows:

1. Reductions shall first take place in the affected division, discipline or program among part-time faculty, then faculty retained beyond normal age of retirement, then non-tenured faculty members and then tenured faculty members.

2. Reduction among tenured faculty in the affected division, discipline or program shall be on the basis of seniority except where the order of reduction would eliminate an individual deemed critical to the College mission.

3. Prior to the termination of employment of any tenured faculty member as described in paragraph b above, consideration shall be given to extending tenure to such faculty personnel in other positions in the same division or a position in some other area of the College commensurate with the individual's qualifications as determined by the President of the College in consultation with the Division Chairperson and such determination shall not be subject to the grievance procedure. Such an offer of tenure shall not be granted if, as a result thereof, any other tenured faculty member with greater seniority in any other division of the Collge is terminated.

4. Seniority shall be determined by continuous employment in faculty rank at D'Youville College including absence for sabbatical leave, maternity leave of six (6) months or less per pregnancy, sick leave of six (6) months or less, professional leave of one (1) year or less, and military leave.

E. The order of reducing the size of the library staff, pursuant to this article shall be as stated in D of this article where applicable.

F. In the event a program or position which has been reduced or eliminated is reactivated or reinstated within a period of two (2) years, the faculty member or librarian whose services were terminated because of the reduction or elimination shall be offered the position he/she formerly held.

G. Nothing herein shall be construed to place an obligation on the College to fill a vacancy.

ARTICLE XIII

LIBRARIANS

Librarians will be employed on a twelve (12) month schedule. They will receive days off during which offices of the College are closed, and also receive twenty-one (21) days of vacation after one (1) year of full-time employment and for each year thereafter, at a time approved by the Director of Library Resources Center. After four (4) years of continuous, successful service, librarians shall become eligible, upon recommendation of the Director of Library Resources Center and the Dean of Academic Affairs, for extended appointments of three (3) years.

The work day for librarians will be eight (8) hours. Hours in excess of eight (8) daily or forty (40) weekly will be paid one and half time the regular rate. Overtime must have the prior approval of the Director of the Library Resources Center.

ARTICLE XIV

CHAIRPERSONS OF DIVISIONS

A. Criteria:

1. The Division Chairperson, where feasible, should ordinarily possess:

   (a) an earned doctorate or appropriate terminal degree in the field in which he/she is teaching or a closely allied field;

   (b) a minimum of five (5) years of effective teaching experience at the college level;

   (c) tenure and hold a minimum rank of assistant professor;

   (d) exceptional competence in his/her field;

   (e) leadership and administrative capabilities.

2. Waiver of one or more of the above qualifications will be permitted when the candidate demonstrates strength in other designated areas.

B. Selection of Division Chairperson

1. The selection and retention of Division Chairpersons shall be determined exclusively by the President, which determination shall not be subject to the grievance procedure herein.

2. At the request of the Dean of Academic Affairs each division on the basis of a majority of full-time faculty members in such division, will recommend, by a date established by the Dean of Academic Affairs, one (1) or more full-time faculty member of the division to serve as chairperson. The Dean of Academic Affairs will forward his/her recommendation along with that of the division to the President. The Dean of Academic Affairs or the President, in the event the recommendation of the division is rejected, will communicate the circumstances to the division if appropriate.

3. The President can request several recommendations if he/she chooses before making the final determination and the division will comply if possible. In the event no acceptable candidates are presented, the President can direct that a search be conducted for a candidate from outside the division.

4. In exceptional circumstances, with the concurrence of the Dean of Academic Affairs, the division may recommend a person outside the division for chairperson.

5. The method of selection of the candidates to be recommended to the Dean of Academic Affairs will be determined by the full-time faculty members of the division. At least a majority of the full-time faculty members of the division must approve the recommendations.

6. Division Chairpersons may be recalled by the exclusive determination of the President, which determination shall not be subject to the grievance procedure herein. In addition, each division shall establish a procedure by which it may recommend to the President the recall of a chairperson, which procedure shall require a two-thirds majority of the full-time faculty members of the division.

7. The Dean of Academic Affairs will appoint a member of the full-time faculty of the division as acting Chairperson to fill a vacancy until the appointment of a candidate has been made.

8. The term of office of a Division Chairperson will be three (3) years. The term is renewable by the usual selection procedure. The chairs will be reviewed annually by the Dean of Academic Affairs.

9. The Division Chairperson will be entitled to:

   (a) a reduction in his/her teaching load of six (6) credit hours per semester*,

   (b) in extraordinary circumstances, as determined by the Dean of Academic Affairs in consultation with the division, the teaching load of Division Chairpersons may be reduced more than six (6) credit hours per semester*,

   (c) Division Chairpersons must teach a minimum of three (3) credit hours per semester*,

   (d) in extraordinary circumstances, the Division Chairperson, in consultation with the Dean of Academic Affairs and the division, may teach more than six (6) credit hours*, per semester.

   (e) in the event that a non-tenured faculty is appointed as Division Chairperson, he/she will normally be considered for tenure in his/her third year.

C. A stipend will be awarded to the Division Chairperson in recognition of his/her added responsibility in the amount of $2,500 annually.

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* Or its equivalent as determined by the Dean of Academic Affairs in consultation with the Division Chairperson.

ARTICLE XV

SALARIES

A. Salary

To be eligible for a salary increase, a faculty member must have been employed by the college full-time for one full calendar year before the effective date of the new contract year.

All eligible faculty are to receive the following minimum annual increments for the stated contract years:

1985-86: 3% above base salary for 1984-85, retroactive to September 1, 1985.

1986-87: 4% above 1985-86 salary base to be paid at the rate of 2% for the first half of the year and an additional 2% for the second half.*

1987-88: 5% above 1986-87 salary base to be paid at the rate of 3% for the first half of the year and an additional 2% for the second half of the year.*

1988-89: 6% above 1987-88 salary base to be paid at the rate of 3% for the first half of the year and an additional 3% for the second half of the year.*

The foregoing shall constitute guaranteed minimum salary increases during the uninterrupted term of this Agreement. It is understood that the parties shall meet by October 15 of any contract year for the purpose of discussing compensation, in addition to the guaranteed minimums set forth above. Each party shall designate representatives for the purposes of such discussions prior to September 15 of such contract year.

It is further agreed that any understanding shall be reduced to writing in accordance with the provisions of the current collective bargaining agreement.

B. Rank Minimums

The minimum salary at each of the faculty ranks will be as follows:

a. Instructors:	$14,000
b. Assistant Professors:	$15,000
c. Associate Professors:	$17,000
d. Full Professors:	$19,000

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* "Half-year" determined by 10 or 12 month payout.

C. Rank Promotion Salaries

Faculty promoted in rank shall receive an increase in salary to bring them to the rank base as follows:

a. Assistant Professor: $15,000 or $300 whichever is greater;

b. Associate Professor: $17,000 or $550 whichever is greater;

c. Professor: $19,000 or $800 whichever is greater.

ARTICLE XVI

FRINGE BENEFITS

1. Workman's Compensation: Workman's Compensation benefits are provided to all employees covered by this Agreement to the extent mandated by law.

2. Medical Insurance: The College shall pay 85 percent toward family coverage and 85 percent toward single coverage for Blue Cross/Blue Shield 82-83 plan plus Blue Cross Rider 4 and major medical insurance for full-time employees who are covered by this Agreement and who shall request it in writing. For affected employees, the College will extend the limits of its major medical insurance from $15,000/$30,000/ $100 deductible to $250,000/$100 deductible. The College shall also pay the same amount towards participation in Health Care Plan, Independent Health Association or Community Blue, if the employee chooses either of these plans in preference to Blue Cross/Blue Shield.

3. Social Security: Social Security benefits will be provided to all employees covered by this Agreement to the extent mandated by law.

4. Life Insurance: The College shall continue to provide to all employees covered by this Agreement who have completed two (2) full years of continuous service Group Life Insurance which is underwritten by the Metropolitan Life Insurance Association. Faculty holding the rank of Associate Professor and Professor are eligible without a waiting period.

5. Retirement:

   a. The college shall continue to make available to all full-time employees covered by this Agreement who have completed one (1) full year of service the retirement program through the Teachers Insurance and Annuity Association of America (TIAA). Faculty already enrolled in the plan when first employed at D'Youville College are eligible without a waiting period.

   b. The employee participants in the above program shall remit their premium payments on the basis of twelve (12) equal monthly payroll deductions. The College will contribute an amount equal to 5 percent of the annual salary of participating faculty.

6. Disability Insurance: The College shall continue to provide to all full-time employees covered by this Agreement who have completed two (2) full years of continuous service Group Total Disability Benefits Insurance underwritten by Commercial Union Life Insurance of New York. Faculty holding the rank of Associate Professor and Professor are eligible upon completion of one year of service.

7. Sick Leave:

a. In the event that any full-time employee covered by this Agreement is required to be absent due to an extended illness or disability only as established by a physician's statement, the President shall grant such employee full salary for a period of leave not to exceed thirty (30) working days per contract year. Subsequent to such thirty (30) days of said extended illness or disability such employee shall receive only the difference between full salary and the salary of a substitute. The college, in consultation with the Division Chairperson, shall endeavor to find said qualified substitute at least cost. The College will pay the cost of TIAA/CREF while an employee is on sick leave.

b. It is further agreed that any disability benefits for which such employee may become entitled due to such extended illness shall be paid to the College while the employee is receiving full salary.

c. Employees, after five (5) consecutive days of illness, shall provide to the Dean of Academic Affairs, upon request, a physician's written statement containing the nature of the personal illness involved and expected duration of the absence. The College may, at its discretion, require the faculty member to be examined and the faculty member agrees to be examined by a physician of the College's choice at no cost to the faculty member.

8. Holidays and Vacations:

a. Except for those days when classes are not in session, the faculty member is expected to be available for work from the first day of enrollment in the first semester until the date that semester grades are due, or in the case of the second semester, until commencement. However, under extenuating circumstances as judged by the Dean of Academic Affairs or President, in consultation with the Division Chairperson, the faculty member may also be required to be available for a period of, hopefully, not more than one (1) week prior to the beginning of a semester or two (2) weeks after commencement. Such periods will be used only for matters which are essential to the academic program and cannot be handled reasonably during the academic semester. Any planned use of such time will be scheduled as close to the beginning or end of the semester as is reasonably possible.

b. The academic year consists of two (2) semesters of approximately sixteen (16) consecutive weeks each as stipulated on the official college calendar, the first beginning near the first of September, and the second near the end (middle) of January.

9. Tuition Remission

a. The D'Youville tuition remission for spouses and dependent children applies to full-time students attending the regular fall, spring or summer semester at D'Youville College. To be eligible for tuition remission the faculty member must be full-time, and the spouse or dependent child must:

(1) be a full-time student;

(2) take courses at the baccalaureate level;

(3) complete all tuition assistance eligibility forms in the appropriate manner for fall, spring and summer semester

Fees and associated costs are paid by the individual.

Dependent children are classified as unmarried sons or daughters, including adopted sons or daughters and stepsons and stepdaughters providing they meet the qualifications for dependent children as defined by the Internal Revenue Service Code.

b. The benefit of tuition remission will cease immediately upon the termination of employment.

c. The amount of tuition remission will be determined after all private, state and federal awards are allocated. Tuition remission shall be limited to eight (8) semesters or 120 hours of satisfactory achievement for entering freshmen. Transfer students will be limited to the difference between eight (8) semesters or 120 hours and previous full-time semesters or credit hours attendance at another collegiate institution. (In a single major which requires more than 120 hours, the required number of hours will be used instead of 120 hours.)

d. A written request for a waiver of tuition for dependent children must be submitted to the Business Office by April 1st or November 1st for fall and spring semesters respectively of each year.

e. A scholarship of $500 annually may be used at other colleges by a dependent child pursuing a full-time course of study at the associate or baccalaureate degree level not available at D'Youville College, and if the student maintains satisfactory academic standing as determined by the college. Eligibility for such scholarships shall be determined by the President and his/her decision shall not be subject to the grievance procedure.

10. Tuition Waiver for Courses: Full-time employees covered by this Agreement shall be permitted to take, tuition free, credit or non-credit courses at D'Youville College in the regular or summer session with the approval of the Dean of Academic Affairs.

11. Leave of Absence:

a. Sabbatical Leave: A faculty member, after seven (7) consecutive years of service as a full-time faculty member at D'Youville College may request a sabbatical leave for the pursuit of scholarly study and research. Faculty requesting such leave shall submit a written application to the President of the College, accompanied by a plan of study (including a statement setting forth the activities to be undertaken and the values to be derived not only for the individual but also for the College), at least two (2) full semesters in advance of the intended commencement of such leave, with a written promise to return to employment with the College for two (2) years upon completion of such leave. Faculty will be paid full salary if the leave is for one semester, and half salary if for a full year. Retirement benefits, if any, will continue at the level of compensation.

b. Professional Leave: The College may grant professional leaves for those faculty members who have not fulfilled the stated requirements for sabbatical leaves, if deemed advisable by the President of the College; the time, duration, compensation and benefits, if any, to be determined at his/her discretion.

c. Personal Leave: Upon a faculty member's written request, the President of the College may grant a personal leave of absence, the time, duration and compensation, if any, to be determined at his/her discretion. The written request usually shall be submitted at least one (1) month prior to the requested leave of absence and shall state fully the reasons therefor. Upon the commencement of such leave of absence and for the period of such leave, employees involved shall not accrue or utilize any benefits provided for in this Agreement, including sick leave. However, the faculty member shall be permitted to continue medical insurance coverage without cost to the College during the period of such leave.

d. Personal Leave of Absence Without Pay: Upon advance written request of four (4) months (where possible) by a faculty member in the unit covered by this Agreement, the President of the College may, in his/her exclusive discretion (tne exercise of which shall not be subject to the grievance procedure herein), grant a personal leave of absence without pay for personal reasons including sickness or disability for a period not to exceed six (6) months. Such leave of absence without pay may, upon written request, be extended at the exclusive discretion of the President of the College (the exercise of which shall not be subject to the grievance procedure herein).

Application for a leave of absence without pay for reasons of sickness or disability shall include a certificate by a doctor certifying the nature of the illness or disability occurred or to occur; the inability of the faculty member to perform his/her normal duties after such date; the anticipated date that such illness or disability will conclude; and the anticipated date that such faculty member will be able to return to his/her regular duties. A faculty member granted such leave shall require his/her physician to provide the College with information relative to the illness or disability; shall advise the College in writing every sixty (60) days advising of the faculty member's continued desire to maintain employment status, failure of which shall constitute a voluntary termination of employment; and shall, upon return, provide a physician's statement confirming the faculty member's physical fitness to continue the performance of his/her normal duties. It is understood that the College may require such faculty member to submit to a physical examination by a doctor designated by the College at no cost to the faculty member.

Upon the date of commencement of any such leave of absence without pay, as provided for herein, and for the period of any such leave, faculty members involved shall not accrue nor utilize any benefits provided for in this Agreement, including sick leave. However, such faculty members shall be permitted to continue medical insurance coverage at no cost to the College during the period of such leave.

Any faculty member who fails to comply with any of the application or notice provisions required herein, or who fails to resume active employment at the conclusion of any such leave of absence without pay, will be considered to have abandoned his/her position and resigned. Extensions may be requested in the usual way.

e. Military Leave: Military leave benefits shall be available to all employees covered by this Agreement only to the extent mandated by Statute.

f. Bereavement Leave: In the event that an employee is bereaved by the death of a husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, or grandparent, such employee may absent himself or herself from work with pay for a period of three (3) consecutive work days, provided:

(1) the employee attends the funeral; and

(2) the three (3) days referred to above include the day of the funeral.

Bereavement leave shall not apply during periods when the employee involved is on vacation or absent from work because of sickness, leave of absence or any other leave. The limit on allowable days may be extended in extenuating circumstances as determined by the President.

g. Jury Duty Leave:

(1) An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and the wages that such employee would have earned during the time actually lost from work due to such jury duty. Jury duty pay is limited to ten (10) days per contract year, and it applies only to jury services performed during the scheduled work week.

(2) The employee shall be required to:

(a) notify the Division Chairperson when he/she is notified to report for jury duty;

(b) return to the Division Chairperson a completed form certified by the Court Clerk;

(c) cooperate with the college in requesting excuse or delay from jury duty where the employee's absence will adversely affect the employer's operation;

(d) report back for work immediately after he/she is released from the responsibilities of jury duty.

h. Any faculty member who fails to resume active employment by the end of the leave of absence will be considered to have abandoned his/her position and resigned.

i. Time spent on professional or personal leaves shall not be deemed an interruption in service to D'Youville College and shall not count toward time to be accrued for tenure, promotion or other leaves unless otherwise agreed by the individual and the President of the College at the granting of the leave.

j. The President of the College may grant or reject such requests for sabbatical, professional or personal leaves and such decisions shall not be subject to the grievance procedure.

13. Outside Employment:

No faculty member shall be employed in any occupation which interferes with the performance of his/her duties at D'Youville College.

ARTICLE XVII

RETIREMENT POLICY

1. Retirement for members of the faculty will occur on the 30th of June following the attainment of the 70th birthday. With the recommendation of the Dean of Academic Affairs and the division involved, the President may extend to such individuals annual appointments for a period not to exceed five (5) years, i.e., the attainment of the 75th birthday. Payments by the College into the retirement plan and the group life insurance cease following the 65th birthday. All other benefits will be continued.

2. Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members should notify and consult the President regarding the effective date of retirement.

3. Members of the faculty who retire because of age or incapacity may be granted their academic rank emeritus at the time of retirement by the President of the College on the recommendation of the appropriate faculty committee.

ARTICLE XVIII

FACULTY OVERLOAD AND SUMMER SESSION TEACHING

Full-time faculty, except in extraordinary circumstance, will be given the first priority to teach an overload course in their area of expertise during the regular academic year. They will be given similar consideration for summer session teaching. Overload courses are in addition to a faculty member's regular teaching responsibilities as defined in ARTICLE VIII, Instructional Load. Schedules for faculty overload and summer teaching compensation will be subject to continuing study and review for appropriateness by the College.

ARTICLE XIX

NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any applicant for employment or employee covered by tnis Agreement with regard to sex, age, creed, race, color, disability or national origin.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXI

PLANNED NEGOTIATION FOR 1988-89 CONTRACT YEAR

It is understood that for the contract year 1988-89, either party may submit any two articles in this Agreement, except Article XV, for renegotiation under the terms of this Agreement. Either party must submit its proposals in writing no earlier than January 30, 1988, and no later than May 1, 1988. The parties shall meet within thirty (30) days of receipt of such submission to commence such renegotiation, unless such time limit is waived or extended by mutual agreement. It is further understood that any understandings reached shall be reduced to writing in accordance with the provisions of the current Collective Bargaining Agreement. All agreements resulting from such renegotiation shall become effective for the contract year 1988-89.

ARTICLE XXII

TOTAL AGREEMENT CLAUSE

Except as provided herein, neither the Association nor the Employer shall be required by the other to renegotiate any provision of this Agreement during the term thereof. Any part of the contract may be renegotiated by mutual agreement of the College and the Association.

ARTICLE XXIII

FINAL AGREEMENT

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all these terms and conditions. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

RIGHTS OF THE ASSOCIATION

A. Use of college facilities

Duly authorized representatives of the AAUP shall be permitted access to and use of the property and facilities of the College for the purpose of conducting AAUP business, provided that:

(1) Such representatives make application for such at least five (5) calendar days prior thereto to the Dean of Academic Affairs or his/her authorized representative.

(2) Such application states the date, location, duration, and times of such visit or use.

(3) Such requested access to or use of the property and facilities of the College shall not interfere with or interrupt college operations or other faculty members in the performance of their duties.

(4) No faculty member shall engage in AAUP activities during the time that he/she should be performing teaching or other duties to the College.

(5) Such requested access to or use of the property and facilities of the College does not result in additional cost or expense to the College.

(6) The Dean of Academic Affairs or his/her designated representative grant permission for such visit or use, the refusal of which shall not be subject to the grievance procedure herein.

B. Bulletin Boards

The College shall permit the AUUP use of bulletin boards to the extent that such bulletin boards presently exist, provided that all notices to be posted on such bulletin boards must first be submitted to the Dean of Academic Affairs and that such notices not contain anything exclusively determined by the Dean of Academic Affairs to be objectionable, which determination shall not be subject to the grievance procedure herein.

C. Dues check-off

The College agrees to provide a dues check-off procedure by which full-time faculty may pay national AAUP dues. A statement of the process for carrying out this procedure will be maintained by the College Business Office and the AAUP. Application to use this process will be made on a form agreed upon by the Business Office and the AAUP.

ARTICLE XXV

DURATION AND SIGNATURE CLAUSE

The provisions of this Agreement shall become effective as of September 1, 1985, and shall continue in full force and effect until and including August 31, 1989. Thereafter, this Agreement shall continue in effect from year to year unless either party notifies the other in writing, no earlier than the May 1 and no later than the July 1 immediately preceding the expiration date of this Agreement, of its intention to modify or terminate this Agreement. The parties shall, unless waived or extended by mutual agreement of the parties, meet within thirty (30) days of receipt of such notice to commence negotiations, at which meeting, the parties shall simultaneously exchange their respective proposals.

D'YOUVILLE COLLEGE

By Sister Denise A. Roche

Dated 5/14/86

D'YOUVILLE COLLEGE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By Lejeanette Wilson McClure

Dated 5/14/86

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Scheduling of On-going Meetings Between the Administration and the AAUP

The administration of the College and the AAUP will establish a regular schedule of meetings to discuss items of interest to either or both parties. Such items may be incorporated into the contract as a reorganization according to Article XXII.

Peer Evaluation

The AAUP, D'Youville College Chapter agree to establish an ad hoc committee on peer evaluation consisting of three faculty members and two chairpersons. This committee will be charged with the responsibility of devising a process of peer classroom visitation for the sole purpose of evaluation of the classroom performance of individual faculty. The committee will complete its work by (March 1, 1987) and will submit its recommendation to the President of the College and to the membership of the Chapter for approval. If the process is approved by both parties, the procedure will be implemented in September 1987.

Fringe Benefits

The administration and the AAUP will review Article XVI, Fringe Benefits, to insure clarity of expression of each present item, and to discuss suggested changes in the health plan, specifically Short Term Disability Coverage and Dental/Prescription Coverage.

Special Conditions Affecting Evaluation/Promotion/Tenure

The administration and the AAUP will review Article VI, B, 4, to determine what special stipulation at time of hire should be documented in writing for future evaluation, promotion, and tenure decisions.

Librarians

The administration and the AAUP will review Articles X and XIII to clarify the renewal process and the vacation statement for librarians.

APPENDIX A

D'YOUVILLE COLLEGE - AAUP
Agreement Grievance Form

TO BE COMPLETED BY GRIEVANT OR REPRESENTATIVE:

Date:

Name of Grievant:

Home Address:

Phone Number:

Division/Department:

Title:

Date when grievance first occurred:

Provision(s) of Agreement allegedly violated: Article___
Section___
Page_____

Statement of Grievance: (use additional sheets if required)

Remedy sought: (use additional sheets if required)

_____
Signature of aggrieved party

_____
Name of Representative

THIS FORM MUST BE USED TO FILE A GRIEVANCE PURSUANT TO ARTICLE IV OF THE COLLEGIATE BARGAINING AGREEMENT BETWEEN D'YOUVILLE COLLEGE AND THE D'YOUVILLE COLLEGE CHAPTER OF AAUP.

Date received by President's Office _____By:_____